Postal Regulatory Commission Submitted 8/19/2022 12:02:16 PM Filing ID: 122548 Accepted 8/19/2022

BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268–0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL EXPRESS, PRIORITY MAIL &
FIRST-CLASS PACKAGE SERVICE CONTRACT 67
(MC2020–16)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2020-15

USPS NOTICE OF AMENDMENT TO PRIORITY MAIL EXPRESS, PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE CONTRACT 67, FILED UNDER SEAL

(August 19, 2022)

The Postal Service hereby provides notice that the terms of Priority Mail Express, Priority Mail & First-Class Package Service Contract 67, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail Express, Priority Mail & First-Class Package Service Contract 67 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective on the latter of the January 9, 2022 Rate Change, or three business days following the day that the Commission completes its review of this filing.

The Postal Service is also filing supporting financial documentation and a certified statement as required by 39 C.F.R. § 3015.5. The certified statement required by 39 C.F.R. § 3015.5(c)(2) is provided in Attachment B. A redacted version of the supporting financial documentation is included with this filing as a separate Excel file. The Postal Service's original application for non-public treatment in this docket is hereby incorporated by reference for the protection of these materials.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

Sean C. Robinson

475 L'Enfant Plaza, SW Washington, D.C. 20260-1137 (202) 268-8405 Sean.C.Robinson@usps.gov August 19, 2022

ATTACHMENT A

REDACTED AMENDMENT TO PRIORITY MAIL EXPRESS, PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE CONTRACT 67

AMENDMENT #2 OF SHIPPING SERVICES CONTRACT BETWEEN THE UNITED STATES POSTAL SERVICE

AND

REGARDING
PRIORITY MAIL EXPRESS,
PRIORITY MAIL
AND
FIRST-CLASS PACKAGE SERVICE

WHEREAS, the United States Postal Service (the "Postal Service") and "Customer") entered into a Shipping Services Contract, Priority Mail Express, Priority Mail & First-Class Package Service Contract 67/Docket No. CP2020-15 regarding Priority Mail Express, Priority Mail & First-Class Package Service on October 7, 2019 ("Contract").

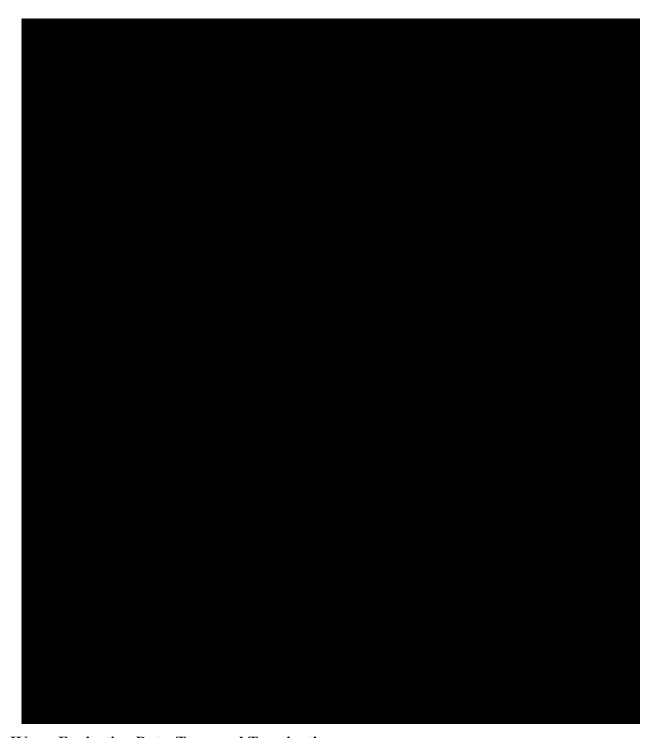
WHEREAS, the Parties desire to amend the terms in Section IV of the Contract; add new Sections I.O and I.P to the Contract; and amend Sections I.A and VI of the Appendix to the Contract.

NOW, THEREFORE, the Parties agree that the Contract is hereby amended as detailed below. The existing Contract remains unchanged in all other respects. This Amendment shall become effective three (3) business days following the day on which the Commission issues all necessary regulatory approval.

[Replace Section IV of the Contract; add new Sections I.O and I.P to the Contract; and replace Sections I.A and VI of the Appendix to the Contract, as follows.]

I. Terms





IV. Expiration Date, Term and Termination

A. Expiration. This Contract shall expire on March 31, 2024, unless (1) terminated by either Party with ninety (90) calendar days' prior written notice to the other Party in writing pursuant to Section IV.B.1; (2) terminated by either Party pursuant to Section IV.B.2; (3) renewed by mutual agreement in writing and subsequent approval by the Commission; (4) superseded by a subsequent contract between the Parties; (5) ordered by the Commission or a court; or (6) required to comply with subsequently enacted

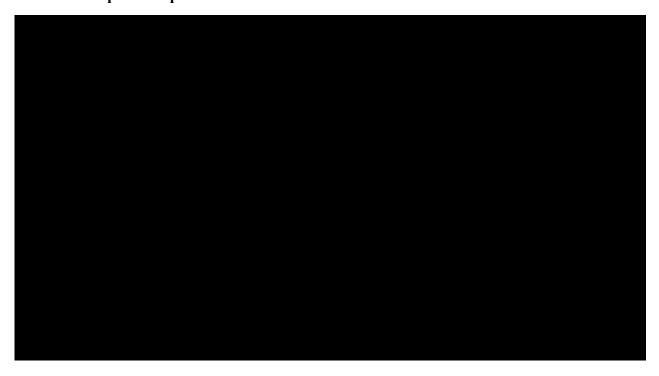
legislation.

B. Termination.

- 1. Termination for Convenience. Each Party reserves the right to terminate this Contract for convenience, without penalty, with ninety (90) calendar days prior written notice to the other Party.
- 2. Termination for Breach. If either Party breaches any material term of this Contract, and fails to cure such breach within fifteen (15) business days after receiving written notice from the non-breaching Party describing such breach, the non-breaching Party may terminate this Contract in its entirety upon thirty (30) calendar days of written notice to the breaching Party. In addition, if the Postal Service determines that Customer has breached any material term of this Contract, the Postal Service shall have the right to immediately suspend Customer's access to Contract pricing while Customer cures such breach. Notwithstanding anything to the contrary set forth in the Contract, either Party may pursue to the full extent available any and all remedies that may be available at law, equity or under the Contract.
- C. Extension: If, at the conclusion of the term of this Contract, both Parties agree that preparation of a successor SSC is active, the SSC may be extended for up to two (2) ninety (90) calendar day periods with official notification to the Commission at least seven (7) calendar days prior to the Contract's expiration date.

[Amend Sections I.A and VI of the Appendix to the Contract, as follows:]

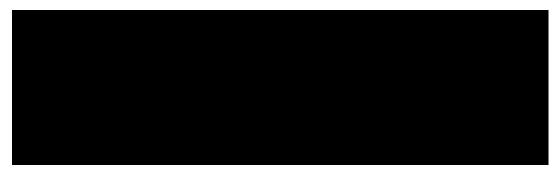
I. Marketplace Requirements





VI. Notices

Any notice or other communication to be provided to a Party hereunder shall be in writing and shall be sent via certified mail (with return receipt requested) or by email to the individual and at the address listed below unless otherwise specified by the Party in writing. Notices shall be deemed given when received by the Party.





IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the later d
Signed by:Shibani Gambhir
Printed Name: Shibani Gambhir
Title: Vice President Business Development
8/17/2022 Date:

ATTACHMENT B SIGNED CERTIFICATION

Certification of Prices for Amendment to

Priority Mail Express, Priority Mail & First-Class Package Service Contract 67

I, Lisa H. Arcari, Director, Domestic Package Pricing, Finance Department, am familiar with the prices and terms for the amendment to Priority Mail Express, Priority Mail & First-Class Package Service Contract 67. The amended prices and terms contained in this Contract were established by the Decision of the Governors of the United States Postal Service on the Establishment of Prices and Classifications for Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates (Governors' Decision No. 19-1).

I hereby certify, based on the financial analysis provided herewith, that the amended prices are in compliance with 39 U.S.C § 3633 (a)(1), (2), and (3). They are expected to cover attributable costs. There should therefore be no subsidization of competitive products by market dominant products. The amended contract should not impair the ability of competitive products on the whole to cover an appropriate share of institutional costs.

Lisa Arcari Digitally signed by Lisa Arcari Date: 2022.08.19 11:19:39 -04'00'

Lisa H. Arcari